

THE HONORABLE RICHARD A. JONES

CC TO JUDGE DJ



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11-CV-00872-MRET

AT SEATTLE
 ERK U.S. DISTRICT COURT
 N DISTRICT OF WASHINGTON

UNITED STATES DISTRICT COURT FOR THE
 WESTERN DISTRICT OF WASHINGTON AT SEATTLE

DEBORAH R. BEATON,

Plaintiff,

v.

JPMORGAN CHASE BANK, N.A.; and
 NORTHWEST TRUSTEE SERVICES, INC.

Defendants.

CASE NO. 2:11-cv-00872-RAJ

PLAINTIFF'S RESPONSE IN
 OPPOSITION TO MOTION TO
 DISMISS SECOND AMENDED
 COMPLAINT

NOTE ON MOTION CALENDAR:
 September 28, 2012

Plaintiff, Deborah R. Beaton, proceeding without counsel, hereby serves her
 Response in opposition to Defendant JPMORGAN CHASE BANK, N.A., Motion to Dismiss
 Second Amended Complaint and as grounds states:

The gravamen to this matter is the false claim of the Defendant, JP MORGAN
 CHASE BANK, N.A. (JPM) that it acquired the Plaintiff's real estate loan and the right to
 foreclose it from the original lender, Washington Mutual Bank's (WAMU) receiver: Federal
 Deposit Insurance Corporation (FDIC) on September 25, 2008 which is blatant perjury and
 fraud on the court. The subject loan, meaning all sums secured by the subject Deed of Trust
 were paid in full on or about September 1, 2006 by FEDERAL HOME LOAN MORTGAGE
 CORPORATION (FHLMC) also known as "Freddie Mac".

RESPONSE IN OPPOSITION TO MOTION
 TO DISMISS

Deborah R. Beaton, Plaintiff
 31431 46th PI SW
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1 WAMU endorsed the subject Note in blank according to the copies of the Note
 2 supplied to the Plaintiff and to the Court. Where an instrument is endorsed in blank there is
 3 no way to determine who the "current" holder of the instrument is. How does the Plaintiff
 4 know that the Defendant, JPM is not lying about holding the Note? THUS, pursuant to
 5 Washington law the Plaintiff may (*has the civil right to*) require endorsement of the
 6 instrument. The Plaintiff has at all times relevant made this demand for both signatures to be
 7 placed on the Note, not just that of WAMU which already seems to appear on the Note copy
 8 but also that of the Defendant, JPM.

10 **"62A.3-204 Indorsement.**

11 (d) If an instrument is payable to a holder under a name that is not the name of the
 12 holder, indorsement may be made by the holder in the name stated in the
 13 instrument or in the holder's name or both, but signature in both names may be
 14 required by a person paying or taking the instrument for value or collection."
 (emphasis added)

15 As stated, WAMU appears to have signed the Note but the Defendant, JPM does not
 16 appear to have signed the Note. Pursuant to the Plaintiff's Civil Rights, Plaintiff demands
 17 that the Defendant, JPM sign the Note before taking or deriving any benefit from it including
 18 any order from this Court and explain 'why' the TY2011 form 1099-C filed by FHLMC
 19 should not be reported as false to CID for tax evasion.

20 Furthermore, the Defendant, JPM's foreclosure sale of the Plaintiff's property can
 21 never be considered lawfully complete until Plaintiff's original Note is either returned to the
 22 Plaintiff or cancelled by the purported trustee (*infra*) and Defendant herein, NWTs.

25 **AFFIDAVIT OF DEMAND**

26 RESPONSE IN OPPOSITION TO MOTION
 TO DISMISS

Deborah R. Beaton, Plaintiff
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I, Deborah R. Beaton, the Plaintiff named herein, HEREBY exercise my Civil Right to demand that the Defendant, JP MORGAN CHASE BANK, N.A. sign my Note which is the subject of this lawsuit before taking or deriving any benefit(s) from the said Note including any order from this Court in favor of the Defendant, JP MORGAN CHASE BANK, N.A. *nunc pro tunc* November 29, 2010.

Affiant: Deborah R. Beaton

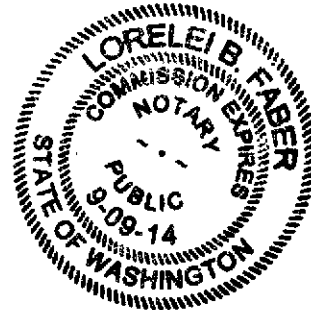
Deborah R. Beaton

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, *Lorelei B. Faber*, a Notary Public certify that I know or have satisfactory evidence that Deborah R. Beaton appeared before me, and executed this Demand Affidavit contained inside her Response to Defendant's Motion to Dismiss Second Amended Complaint as her sworn statement as a free and voluntary act of her own will under penalty of perjury.
I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

DATED: 9-5-2012

Lorelei B. Faber
Notary Public
My appointment expires 9-9-2014



SEAL

Continuing on with the Plaintiff's response, it is very odd to the Plaintiff as to 'why' the Defendant, JPM refused to do a simple act like '**sign the Note**' they want to collect on. Do Banks cash checks that the Payee refuses to endorse? Never. Why should the Plaintiff have to cash the Note if the Defendant, JPM refuses to sign the endorsement? It is a "suspicious activity" that warrants criminal investigation because it is a simple matter of retrieving the instrument from the vault (if it is there), place the endorsement on it, make a

RESPONSE IN OPPOSITION TO MOTION
TO DISMISS

Deborah R. Beaton, Plaintiff
31431 46th Pl SW
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1 copy and put it back in the vault and send a copy to the Plaintiff and the Court. A copy would
 2 be sufficient under Washington law where “show me the original Note arguments lack
 3 merit”.

4 **Possible Reason for Not Endorsing the Note #1.**

5 The most likely reason the Defendant, JPM refuses to endorse the Note is because
 6 they simply do not have it. Confirmed under oath and in print there is no schedule of
 7 mortgage loans evidencing what JPM allegedly “purchased” from the FDIC in connection
 8 with the failure of WAMU. *See the sworn deposition testimony of Lawrence Nardi, the*
 9 *operations unit manager and a mortgage officer for the Defendant, JPM, who was previously*
 10 *with WAMU and was picked up [hired] by the Defendant, JPM after WAMU’s failure. The*
 11 *330 page deposition was taken by counsel for the homeowner on May 9, 2012 in the matter*
 12 *of JPMorgan Chase Bank, N.A. as successor in interest to Washington Mutual Bank v.*
 13 *Waisome, Florida 5th Judicial Circuit Case No. 2009-CA-005717, incorporated by reference.*

14 Here is the question and the answer:

15 *Q: (page 57, beginning at line 19): Okay. The — are you aware of any type of*
 16 *schedule of loans that would have been created to represent the — either the*
 17 *loans that were asset loans or the loans that were serviced by WAMU? Are*
 18 *you — was the — do you know if there is a schedule or database of loans like*
 19 *that?*

20 *A: (page 58, beginning at line 1): I know that there was a schedule*
 21 *contemplated in certain documents related to the purchase. That schedule has*
 22 *never materialized in any form. We’ve looked for it in countless other cases.*

1 *We've never been able to produce it in any previous cases. It would certainly*
 2 *be a wonderful thing to have, but it's — as far as I know, it doesn't exist,*
 3 *although it was — it was contemplated in the documents.*

4 *Q: (beginning at page 260, line 18): Have you ever in your duties of being a*
 5 *loan analyst — a loan operations specialist, have you ever seen an FDIC bill*
 6 *of sale or a receiver's deed or an assignment of mortgage or an allonge?*

7 *A: (page 260, beginning at line 23): For loans, I'm assuming you're taling*
 8 *about the WaMu loan that was subject to the purchase here.*

9 *Q: (page 261, line 1): Right.*

10 *A: (page 261, beginning at line 2): No there is no assignments of mortgage.*
 11 *There's no allonges. There's no — in the thousands of loans that I have come*
 12 *into contact with that were a part of this purchase, I've never once seen an*
 13 *assignment of mortgage. There is simply not — they don't exist. Or allonges*
 14 *or anything transferring ownership from WAMU to Chase, in other words.*
 15 *Specifically, endorsements and things like that.*

16 The Defendant, NORTHWEST TRUSTEE SERVICES, INC. (NWTs) submitted a
 17 document in this instant case entitled "BENEFICIARY DECLARATION", *see Document 25,*
 18 *Page 26, filed on 07/22/2011* which failed to meet the standards set by RCW 61.24.005(2). In
 19 the declaration the Defendant JPM stated:

20 "JPMorgan Chase Bank, N.A. successor in interest to Washington Mutual Bank fka
 21 Washington Mutual Bank, FA is the actual holder of the promissory note or other obligation
 22 evidencing the above-referenced loan or has requisite authority under RCW 62A.3-301 to
 23 enforce said obligation." (Underline emphasis added)

24 The Plaintiff requests that the Court take special notice of that last part of the above
 25 26

1 referenced declaration referencing RCW 62A.3-301¹: “...or has requisite authority under
 2 RCW 62A.3-301 to enforce said obligation.” This Court has previously ruled that “**The Court**
 3 **is unaware of any legal authority holding that a “person entitled to enforce” an**
 4 **instrument within the meaning of RCW 62A.3-301 qualified as a “beneficiary” within the**
 5 **meaning of RCW 61.24.005(2).**” See *Pavino v. Bank of America, N.A.*, USDC WDWA, Case
 6 No. 2:10-cv- 01943-RSL, Document 26, Filed 03/04/2011, Page 6, Line 12-13. Why would
 7 this Court now contradict itself? Why would the Court decide *Pavino* one way and then
 8 reverse its position just to prejudice *Beaton* (the instant matter)? JPM has not established its
 9 capacity as a beneficiary of the Plaintiff Deed of Trust.
 10

11 Furthermore, by inserting the term “or” in the Beneficiary Declaration the
 12 Defendant, JPM exposed that it is did not hold the Note and was in fact excluded as a
 13 Beneficiary and identified itself as a “person holding the same as security for a different
 14 obligation.”
 15

16 “RCW 61.24.005(2) “Beneficiary” means the holder of the instrument or
 17 document evidencing the obligations secured by the deed of trust, excluding
 18 persons holding the same as security for a different obligation.”
 19

20 **Possible Reason for Not Endorsing the Note #2.**

21 Another likely reason the Defendant, JPM refuses to endorse the Note is because they
 22 simply do not have the legal right to endorse it. According to the 1099-C filed by FHLMC
 23

24 ¹ “62A.3-301, “Person entitled to enforce” an instrument means (i) the holder of the instrument, (ii) a
 25 nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of
 26 the instrument who is entitled to enforce the instrument pursuant to RCW 62A.3-309 or 62A.3-418(d). A
 person may be a person entitled to enforce the instrument even though the person is not the owner of the
 instrument or is in wrongful possession of the instrument.”

RESPONSE IN OPPOSITION TO MOTION
 TO DISMISS

Deborah R. Beaton, Plaintiff
31431 46th PI SW
Federal Way, WA 98023
(509) 499-1607

1 the Defendant, JPM was a person allegedly holding the Plaintiff's Note as security for
 2 WAMU's obligation to FHLMC which WAMU incurred when FHLMC advanced full
 3 payment of the Plaintiff's obligation to WAMU on or about September 1, 2006.

4 The Defendant, JPM did not receive the Plaintiff's Note from WAMU as an asset, if
 5 it was received at all, it was received as a liability owing to FHLMC and that obligation was
 6 "a different obligation" from the Plaintiff's obligation which has already been extinguished.
 7 To prove this point the Plaintiff incorporates by reference the 1099-C filed by FHLMC after
 8 the Plaintiff's property was foreclosed (copy attached). BECAUSE OF THE 1099-C THIS
 9 COURT SHOULD NOT SIMPLY DISMISS THE PLAINTIFF'S CLAIMS AS
 10 BUDDONERY. The Plaintiff's arguments have merit.

11 **Possible Reason for Not Endorsing the Note #3.**

12 Another likely reason the Defendant, JPM refuses to endorse the Note is because if
 13 the Defendant, JPM endorses the Plaintiff's Note now, it would be a Criminal Act and this
 14 matter would become a Criminal matter pursuant to RCW 62A.3-203(c).

15 **"RCW 62A.3-203(c)**

16 TRANSFER OF INSTRUMENT: RIGHTS ACQUIRED BY TRANSFER (c) Transfer of
 17 an instrument, whether any right of the transferor is a negotiation, vests in
 18 the transferee any right of the transferor to enforce the instrument,
 19 including any right as a holder in due course, but the transferee cannot
 20 acquire rights of a holder in due course by a transfer, directly or indirectly,
 21 from a holder in due course if the transferee engaged in fraud or illegality
 22 affecting the instrument." (emphasis added)

23 **Criminal Matter.**

24 Perhaps this has already become a Criminal matter. The Defendant, JPM's, fraud
 25 against the Plaintiff commenced when "**Ediba Trivuncic**", doing business as Foreclosure
 26

RESPONSE IN OPPOSITION TO MOTION
 TO DISMISS

Deborah R. Beaton, Plaintiff
 31431 46th PI SW
 Federal Way, WA 98023
 (509) 499-1607

1 Officer for the Defendant, JPM executed the "Appointment of Successor Trustee" on
2 11/29/2010 and recorded in King County, Washington under Auditor's file number
3 20101201001577 on 12/01/2010. The Appointment of Successor Trustee falsely legitimized
4 and memorialized the Defendant, JPM's status as WAMU's successor – the beneficiary on
5 the Plaintiff's note and deed.
6

7 This appears to be a crafty modern method of old fashioned claim jumping. The
8 Defendant, JPM had knowledge that Plaintiff's obligation to WAMU was fully paid by an
9 advance payment from FHLMC on or about September 1, 2006. Armed with the knowledge
10 that WAMU was paid off and knowing that the Plaintiff's Note never negotiated to FHLMC
11 for reason beyond the Plaintiff field of speculation, the Defendant, JPM jumped the
12 Plaintiff's claim on the subject property via a false foreclosure to unlawfully intercept a
13 benefit (unjust enrichment) which began with the recordation the "Appointment of Successor
14 Trustee". See "Order" document #51, Pg. 4, Ln. 25, filed 11/29/2011 Larson v. Regional in
15 USDC – WAWD, Case No. 2:11-cv-00206-JCC (review denied): "Moreover, the Court takes
16 judicial notice of the Appointment of Successor Trustee for the deed to the Plaintiff's
17 property, which was recorded in Clark County in April 2010, which memorializes Wells
18 Fargo's status as successor to World Saving Bank, FSB – the beneficiary of Plaintiff's note
19 and deed of trust...".
20
21

22 When an Appointment is recorded in accordance with Washington State indexing
23 requirements (RCW 65.04.030) it establishes a lien and lien priority (RCW 65.08.070)
24

25 At the time of recordation, the Plaintiff was unaware that the said Appointment was
26 recorded partly because the Plaintiff never received notice of the recording, furthermore once

RESPONSE IN OPPOSITION TO MOTION
TO DISMISS

Deborah R. Beaton, Plaintiff
31431 46th PI SW
Federal Way, WA 98023
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1 the Appointment was discovered the Plaintiff did not understand the true affect of the
 2 recorded Appointment. Specifically, the Plaintiff had not understood that the Appointment
 3 established a lien in favor of the Defendant, JMP even if JPM was not entitled to it. The
 4 Plaintiff did not fully cognize the felony committed by "**Ediba Trivuncic**" at the time, but now
 5 she does.
 6

7 In Washington, what "**Ediba Trivuncic**" has done constitutes Fraud and Criminal
 8 Profiteering and Extortion as defined by RCW 9A.82.010 (4)(k) Extortion, as defined by
 9 RCW 9A.56.130(1) "A person is guilty of extortion in the second degree if he or she
 10 commits extortion by means of a wrongful threat as defined in RCW 9A.04.110 (28)
 11 "Threat" means to communicate, directly or indirectly the intent:" See "(g), (h), (j)":
 12

13 "(g) To testify or provide information or withhold testimony or information with
 14 respect to another's legal claim or defense; or

15 "(h) To take wrongful action as an official against anyone or anything, or wrongfully
 16 withhold official action, or cause such action or withholding;"

17 "(j) To do any other act which is intended to harm substantially the person threatened
 18 or another with respect to his or her health, safety, business, financial condition, or
 19 personal relationships;"
 20

21 Concurrent with this response the Plaintiff has also filed with the Court Clerk an
 22 "Affidavit of Civil Rights Violations Committed" in support of a criminal complaint against
 23 "**Ediba Trivuncic**" pursuant to 18 U.S.C. §4.

24 **FDIC Receivership is Irrelevant and a Diversionary Counter Measure.**

25 That WAMU fell into FDIC receivership on September 25, 2008 is irrelevant to the
 26

1 instant matter because WAMU had been paid in full on the Plaintiff's obligation September
2 1, 2006 by FHLMC, two full years before it fell into receivership. It is hard to imagine that
3 the Defendant, JPM and its counsel does not know this. It appears to be nothing more than a
4 diversionary countermeasure to directs the Courts attention away from JPM's fraud, criminal
5 profiteering and extortionate activities.
6

7 Even if WAMU and not fallen into receivership, WAMU would not have objected to
8 recordation of the above said "Appointment" because WAMU had been paid in full two
9 years earlier and was out of the transaction. FHLMC could not object because FHLMC did
10 not hold the Note due to the fact that the Note had not negotiated to them even though
11 FHLMC paid off the Plaintiff's loan. All that FHLMC could hope for is that Defendant, JPM
12 might share some of the booty generated from fraudulently foreclosing upon the Plaintiff's
13 property. Call it sloppy record and bookkeeping, call it an innocent error, call it tax evasion,
14 call it racketeering and corrupt business practices, call it anything that fits but the fact will
15 remain the Plaintiff's Note was never negotiated to FHLMC and thus FHLMC went along
16 with the Defendant, JPM's fraud in hopes of recovering some of the money it foolishly
17 squandered on an undelivered product (Plaintiff's Note).
18

19 **False Impression Projected on the Public Record.**
20

21 Because WAMU and FHLMC failed to object when the Defendant, JPM falsely
22 recorded the said "Appointment" for the reasons already stated above, a false impression or
23 presumption is reflected by Public Record giving the Court, Public and even the Plaintiff the
24 false notion that the Defendant, JPM was the true beneficiary and holder of the Note with the
25 right to foreclose when in truth JPM was not. The Defendant, JPM then allowed everyone to
26

RESPONSE IN OPPOSITION TO MOTION
TO DISMISS

Deborah R. Beaton, Plaintiff
31431 46th Pl SW
Federal Way, WA 98023
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1 move forward on the false presumption which JPM had created with the intent of jumping
2 the Plaintiff's claim on the subject property to take a spoil with the intent of being unjustly
3 enriched at the Public's, FHLMC and the Plaintiff's expense.

4 **Standard Operating Procedure.**

5
6 The only matter remaining as to whether this is a criminal matter or a civil matter is
7 the "intent" of the Defendant, JPM. No doubt, JPM used its standard operating procedure on
8 the Plaintiff just as it has done a thousand times before but as any trained onlooker can see
9 the business model is criminally corrupt. If "**Ediba Trivuncic**" and the Defendant, JPM's
10 intent was not criminal from the beginning they would voluntarily request and arrange for the
11 permanent expunging of the Appointment of Successor Trustee and Trustee's Deed from the
12 Public Record. Their failure to do so can only be interpreted as cementing their criminal
13 intent to fraudulently deprive the Plaintiff of the subject property without the due process of
14 law to capture and unjust enrichment for themselves.

15
16 **Conclusion.**

17 Plaintiff brought this lawsuit as a civil action and in the process of prosecuting the case
18 discovered the above described criminal elements of fraud underlying the foreclosure which
19 is the subject of this action; and, THEREFORE the Plaintiff, Deborah R. Beaton , HEREBY
20 DISCHARGES her Civic Duty as described and required under "18 U.S.C. § 4 Misprision of
21 Felony: Whoever, having knowledge of the actual commission of a felony cognizable by a
22 court of the United States, conceals and does not as soon as possible make known the same
23 to some judge or other person in civil or military authority under the United States, shall be
24 fined under this title or imprisoned not more than three years or both" requesting that
25
26

RESPONSE IN OPPOSITION TO MOTION
TO DISMISS

Deborah R. Beaton, Plaintiff
31431 46th Pl SW
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1 Honorable Judge Richard A. Jones convene a Grand Jury for the inquisition and possible
2 indictment beginning with "**Ediba Trivuncic**", doing business as Foreclosure Officer for the
3 Defendant, JPM who falsely executed the "Appointment of Successor Trustee" on
4 11/29/2010 and had it recorded in King County, Washington under Auditor's file number
5 20101201001577 on 12/01/2010 for fraudulently depriving the Plaintiff of the subject
6 property.
7

8 Respectfully submitted this 5th day of September, 2012,

9 Plaintiff: Deborah R. Beaton

10 Signature: 
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RESPONSE IN OPPOSITION TO MOTION
TO DISMISS

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